

FULBRIGHT & JAWORSKI L.L.P.

A REGISTERED LIMITED LIABILITY PARTNERSHIP

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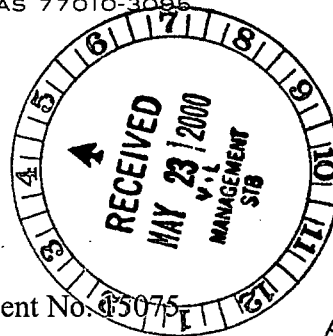
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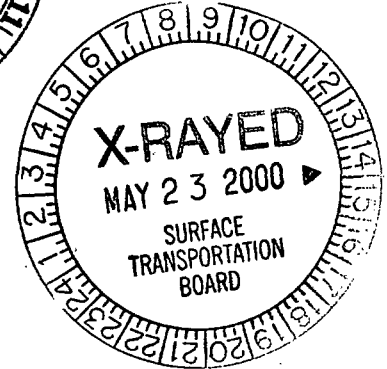
RECORDATION NO. 15075-H FILED

May 22, 2000

MAY 24 '00 12-08 PM



Re: Secondary Documents to Primary Document No. 15075



Surface Transportation Board
1925 K Street N.W., Suite 700
Washington, D.C. 20423

Dear Sirs:

Pursuant to the provisions of 49 U.S.C. § 11301 and 49 C.F.R. Part 1177, enclosed please find duplicate originals of two secondary documents described below for recordation at the Surface Transportation Board. The primary document is a Conditional Sales Agreement filed on October 16, 1986, under Primary Document No. 15075.

- (i) Secondary Document - Lease Amendment No. 2 dated April 6, 2000.
The names and addresses of the parties to this document are:

Lessor: Allfirst Bank
15th Floor
25 South Charles Street
Baltimore, Maryland 21201

Lessee: Solvay Polymers, Inc.
333 Richmond Avenue
Houston, Texas 77098

A short summary of the document to appear in the index follows:

Lease Amendment No. 2 between Allfirst Bank, as lessor, and Solvay Polymers, Inc., as lessee, dated as of April 6, 2000.

- (ii) Secondary Document - Partial Release of Security Interest by State Street Bank and Trust Company, as Agent dated as of April 6, 2000.

The name and address of the party to this document is:

Surface Transportation Board
May 22, 2000
Page 2

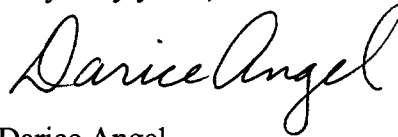
Agent: State Street Bank and Trust Company
Goodwin Square
225 Asylum Street
Hartford, Connecticut 06103

A short summary of the document to appear in the index follows:

Partial Release of Security Interest issued by State Street Bank and Trust Company, as Agent, dated as of April 6, 2000 and relating to Units ELTX 1257, ELTX 1329, ELTX 1363 and ELTX 1354.

Also enclosed is a check in the amount of \$52.00 in payment of the filing fees. Please file-stamp and return the additional copies of each document presented for recordation. I would appreciate it if you would also stamp the recordation information on the enclosed copy of this transmittal letter. Should you have any questions or require further information, please do not hesitate to contact me at (713) 651-5558.

Very truly yours,



Darice Angel
Senior Legal Assistant

Enclosures
Via Hand Delivery
cc: Jay Olmstead (w/o enclosures) (Firm)

RECORDATION NO. 15075-4 FILED

MAY 24 '00 12-08 PM

**SURFACE TRANSPORTATION BOARD
LEASE AMENDMENT NO. 2**

Dated as of April 6, 2000

Between

ALLFIRST BANK,

Lessor,

and

SOLVAY POLYMERS, INC.,

Lessee

FILED WITH THE UNITED STATES SURFACE TRANSPORTATION BOARD PURSUANT
TO 49.U.S.C. §11301 ON MAY __, 2000, AT _____.M. RECORDATION NUMBER: 15075-
__.

LEASE AMENDMENT NO. 2

This LEASE AMENDMENT NO. 2, dated as of April 6, 2000, is entered into between Allfirst Bank, a Maryland banking corporation, ("Lessor"), and Solvay Polymers, Inc., a Delaware corporation.

A. Reference is made to the Lease of Railroad Equipment dated as of September 1, 1986, as amended by the letter dated January 27, 1987, and as further amended by the letter agreement dated November 24, 1992 (collectively, the "Lease"), by and between Barclays Business Leasing, Inc., a North Carolina corporation (formerly "Barclays American/Leasing, Inc.") ("Barclays"), and Solvay Polymers, Inc. (formerly "Soltex Polymer Corporation") ("Lessee"). Pursuant to the Lease, Lessee leased from Barclays 272 new ACF Model 5711 Center Flow® covered hopper cars of 5,800 cubic foot capacity, serial numbered ELTX 1100 through 1371, inclusive.

B. In June of 1996, Barclays sold, assigned and transferred to The Provident Bank ("Provident") all of Barclays' right, title and interest in and to the Lease and the Equipment (as defined in the Lease). On September 30, 1996, Provident assigned to Lessor (i) all of Provident's right, title, interest, claims, demands and obligations in, to and under the Lease and (ii) all of Provident's right, title and interest in and to 271 ACF Model 5711, 5800 cubic foot, covered hopper railcars bearing car marks and numbers: ELTX 1100 through 1256, inclusive; and ELTX 1258 through 1371, inclusive.

C. Four Units suffered Casualty Occurrences as follows: ELTX 1257 on June 26, 1989; ELTX 1329 on December 18, 1997; ELTX 1363 on February 5, 1998; and ELTX 1354 on September 10, 1998 (such Units are referred to herein collectively as the "Lost Units"). In each case, Lessee has paid the Casualty Value for the relevant Lost Unit pursuant to Section 7.1 of the Lease.

NOW, THEREFORE, in consideration of the mutual terms and conditions contained herein and in the Lease, the parties hereto agree as follows:

1. Capitalized terms used but not otherwise defined herein (including those used in the foregoing recitals) shall have the meanings specified in the Lease. Lessor and Lessee do hereby adopt, confirm, ratify, adopt and agree to the foregoing recitals.

2. Lessor and Lessee agree that:

- (i) all right, title and interest of Lessor in and to the Lost Units is hereby assigned, sold and transferred to Lessee (subject, in all respects, to the provisions of the Bill of Sale of even date herewith with respect to the Lost Units);
- (ii) the Lost Units are released and discharged from the provisions of the Lease;

- (iii) Lessee has no further obligation to pay any Rent with respect to the Lost Units; and
- (iv) Schedule I hereto amends Schedule C to the Lease (as previously amended by the letter dated January 27, 1987) and sets forth the now current Basic Rent Schedule (in United States dollars, based on the factors set forth in the letter dated January 27, 1987) for the remaining Units Subject to the Lease.

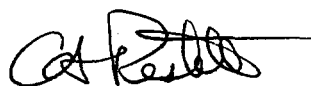
4. This Lease Amendment may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument.

5. This Lease Amendment constitutes an amendment to, and a part of, the Lease, and the Lease, as hereby amended, remains in full force and effect.

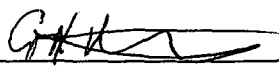
6. This Lease Amendment shall in all respects be governed by and construed in accordance with the laws of the State of New York without regard to principles of conflicts of law.

IN WITNESS WHEREOF, the parties hereto have each caused this Lease Amendment to be executed and delivered as of the date first above written.

ALLFIRST BANK

By 
Name: C.A. Piore
Title: VP


SOLVAY POLYMERS, INC.

By 
Gary N. Miertschin
Vice President - Commercial Operations

LESSOR'S ACKNOWLEDGMENT

STATE OF MARYLAND §
§
~~COUNTY OF~~ CITY OF BALTIMORE §

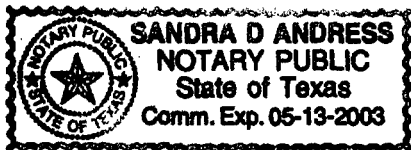
On this 16 day of ~~April~~ ^{MAY}, 2000, before me personally appeared _____, to me known, who, being by me duly sworn, did depose and say that he/~~she~~ resides at Baltimore County; that he/~~she~~ is a Vice President of ALLFIRST BANK, the corporation described in and which executed the foregoing instrument; and that he/she signed his/her name thereto by authority of the Board of Directors of said corporation.

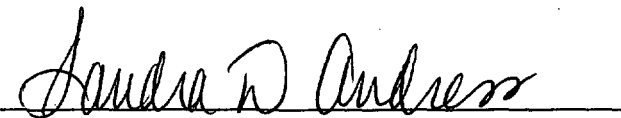

Roger Weaver, Notary Public
State of Maryland
My Commission Expires Commission expires Jan. 1, 2003 MARYLAND
Notary Public in and for
the State of ~~Delaware~~

LESSEE'S ACKNOWLEDGMENT]

STATE OF TEXAS §
§
COUNTY OF HARRIS §

This instrument was acknowledged before me on April 14, 2000, by Gary N. Miertschin, Vice President - Commercial Operations of SOLVAY POLYMERS, INC., a Delaware corporation.




Notary Public in and for
the State of Texas

Schedule I to Lease Amendment No. 2

SOLVAY POLYMERS, INC. Destroyed Rail Cars ELTX 1329, 1354 and 1363

Rent Payment Date	Payment No.	Purchase Price	Rent as a Percentage of Purchase Price	Rent in Dollars*
Jan-02-97	1	\$12,761,525	2.8787038	367,366.50
Jul-02-97	2	\$12,761,525	7.0122417	894,868.97
Jan-02-98	3	\$12,761,525	2.7708860	353,607.30
Jul-02-98	4	\$12,761,525	7.1265172	909,452.27
Jan-02-99	5	\$12,668,975	2.6566104	336,565.30
Jul-02-99	6	\$12,668,975	7.6566999	970,025.39
Jan-02-00	7	\$12,622,700	2.1264278	268,412.60
Jul-02-00	8	\$12,622,700	7.8959080	996,676.77
Jan-02-01	9	\$12,622,700	1.8872197	238,218.08
Jul-02-01	10	\$12,622,700	8.1940194	1,034,306.48
Jan-02-02	11	\$12,622,700	1.5891083	200,588.37
Jul-02-02	12	\$12,622,700	8.5217651	1,075,676.84
Jan-02-03	13	\$12,622,700	1.2613626	159,218.02
Jul-02-03	14	\$12,622,700	8.8820910	1,121,159.70
Jan-02-04	15	\$12,622,700	0.9010366	113,735.15
Jul-02-04	16	\$12,622,700	9.2782358	1,171,163.87
Jan-02-05	17	\$12,622,700	0.5048918	63,730.98
Jul-02-05	18	\$12,622,700	9.7137601	1,226,138.80
Jan-02-06	19	\$12,622,700	0.0693675	8,756.05
Jul-02-06	20	\$12,622,700	9.7831277	1,234,894.86
Jan-02-07	21	\$12,622,700	0.0000000	0.00
Jul-02-07	22	\$12,622,700	4.8915638	617,447.42

* Based on the adjusted Purchase Price as of the applicable Rent Payment Date.